

|         |     |                     |  |
|---------|-----|---------------------|--|
| Version | 002 | dated on 17.10.2019 | THE TERMS AND CONDITIONS<br>OF THE STORAGE SERVICES PLATFORM |
|---------|-----|---------------------|--|



## **THE TERMS AND CONDITIONS OF THE STORAGE SERVICES PLATFORM**

**Gas Storage Poland sp. z o. o. having its registered office in Dębogórze**

|         |     |                     |  |
|---------|-----|---------------------|--|
| Version | 002 | dated on 17.10.2019 | THE TERMS AND CONDITIONS<br>OF THE STORAGE SERVICES PLATFORM |
|---------|-----|---------------------|--|

## **CONTENTS**

|   |           |
|---|-----------|
| <b>1. DEFINITIONS .....</b>   | <b>3</b>  |
| <b>2. SCOPE AND LEGAL BASIS OF THE SSP TERMS AND CONDITIONS.....</b>                                  | <b>8</b>  |
| <b>3. GENERAL RULES FOR THE USE OF THE SYSTEM .....</b>   | <b>8</b>  |
| <b>4. REGISTRATION IN THE SYSTEM.....</b>   | <b>9</b>  |
| <b>5. ACCESS TO THE AUCTION MODULE OF THE SYSTEM .....</b>  | <b>11</b> |
| <b>6. AUCTION PROCEDURE.....</b>  | <b>12</b> |
| <b>7. CANCELLATION OF THE AUCTION AND CLOSING THE AUCTION WITHOUT<br/>CONCLUDING THE SSA(S) .....</b> | <b>16</b> |
| <b>8. TERMS OF PROVIDING SERVICES BY ELECTRONIC MEANS .....</b>                                       | <b>17</b> |
| <b>9. TRANSITIONAL AND FINAL PROVISIONS .....</b>   | <b>20</b> |

## 1. Definitions

The capitalised terms used in these SSP Terms and Conditions shall have the meaning as defined below.

|  |  |
|--|--|
| <b>Agency for the Cooperation of Energy Regulators (ACER)</b>                | The Agency for the Cooperation of Energy Regulators established by Regulation (EC) No 713/2009 of the European Parliament and of the Council;  |
| <b>Auction</b>   | procedure for allocating Storage Capacity through an auction procedure regulated by these Terms and Conditions of the Storage Services Platform;   |
| <b>Price</b>   | the charge rate for the provision of the Storage Service as specified in the Bid, equal to or higher than the Minimum Price;   |
| <b>Minimum Price</b>   | the rate of charge for the provision of the Storage Service, determined in accordance with the applicable Tariff;  |
| <b>Allocation Price</b>  | The price resulting from the Bid, which, following to the outcome of an Auction guaranteed full or partial allocation of Storage Capacity, such price is applied in settlements with the Storage Customer with respect to the allocated Storage Capacity covered by that Bid;  |
| <b>Centralised European Registry for Energy Market Participants (CEREMP)</b> | a system for the registration of market participants in accordance with Article 9(2) of REMIT;   |
| <b>Business Day</b>  | any day from Monday to Friday, other than a statutory holiday in the Republic of Poland, as defined in the Non-working Days Act of 18 January 1951 (for consolidated text see Dz.U.2015.90);   |
| <b>Gas Day</b>   | a period from 6:00 am on a given day until 6:00 am of the following day;   |
| <b>Group of Storage Facilities</b>   | Storage Facilities grouped together so as to enable their combined operation as a group in terms of: <ul style="list-style-type: none"> <li>determination and offering of Storage Capacity by the SSO</li> <li>definition of common technical parameters of Gaseous Fuel withdrawal and injection</li> <li>existence of dedicated <math>PWY_{SSO}</math> and <math>PWE_{SSO}</math> exit and entry points established in accordance with the TNC;</li> </ul> |

|                              |   |
|------------------------------|---|
| <b>GSP</b>                   | Gas Storage Poland sp. z o.o. with its registered office in Dębogórze;  |
| <b>Storage Facility (SF)</b> | an installation used for the storage of Gaseous Fuel, including an underground natural gas storage facility and linepack capacity, owned and/or operated by an energy company, including the part of the liquefied natural gas facility used for storage, excluding the part of the facility used for production operations and the plant used exclusively for the performance of the TSO's duties; |
| <b>IPI</b>                   | the SSO's web site for the publication of information;  |
| <b>OIEP</b>                  | On-line Information Exchange Portal which is accessible to Storage Customers through the IPI;   |
| <b>EIC Code</b>              | The EIC (Energy Identification Coding Scheme) code used in the European electricity and gas markets to identify Entities, entry or exit points, market areas, sources and locations in the course of digital exchange of information;   |
| <b>ACER Code</b>             | Unique identifier assigned to market participants in connection with their registration with CEREMP in accordance with Article 9 of REMIT;  |
| <b>Civil Code</b>            | the Civil Code Act of 23 April 1964. (for consolidated text see: Dz.U.2019.1145);   |
| <b>KRS</b>                   | National Court Register;  |
| <b>Capacity Limit</b>        | total amount of Storage Capacity offered in the given Auction;  |
| <b>Bid</b>                   | a bid made by a System User under the Auction procedure on behalf of the Storage Customer in order to obtain allocation of the Storage Capacity offered under that procedure, and to conclude a SSA, conforming to the conditions set forth in these SSP Terms and Conditions;  |

|         |     |                     |  |
|---------|-----|---------------------|--|
| Version | 002 | dated on 17.10.2019 | THE TERMS AND CONDITIONS<br>OF THE STORAGE SERVICES PLATFORM |
|---------|-----|---------------------|--|

|   |   |
|---|---|
| <b>Storage System Operator (SSO)</b>          | the storage system operator referred to in Article 3(26) of the Energy Law Act, i.e. Gas Storage Poland sp. z o.o.;   |
| <b>Bundled Unit</b>                           | a portion of the Working Volume together with the corresponding Withdrawal Capacity and Injection Capacity, offered jointly to Storage Customers by the SSO, with the specific volumes of and respective proportions being set forth in the Technical Specifications for the Storage Facility or a Group of Storage Facilities; |
| <b>Storage Services Platform (SSP/System)</b> | an IT system known as the Storage Services Platform of Gas Storage Poland sp. z o.o., supporting the process of concluding SSAs through the Auction procedure and through the based on the Application for a SSA;   |
| <b>Entity</b>                                 | a natural or legal person, as well as an entity not having legal personality, but having legal capacity;  |
| <b>Energy Law Act</b>                         | the Energy Law Act of 10 April 1997 (consolidated text: Dz.U.2019.755, as amended);   |
| <b>SSP Terms and Conditions</b>               | these Terms and Conditions of the Storage Services Platform of Gas Storage Poland sp. z o. o.;  |
| <b>GDPR</b>                                   | Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (OJ L.2016.119, p. 1, as amended).     |
| <b>Regulation (EC) No 715/2009</b>            | Regulation (EC) No 715/2009 of the European Parliament and of the Council of 13 July 2009 on conditions for access to the natural gas transmission networks and repealing Regulation (EC) No 1775/2005 (OJ L.2009.221.36, as amended).  |
| <b>Rules</b>                                  | the applicable “Storage Service Rules” including all appendices, as published on the SSO’s website;   |
| <b>Tariff</b>                                 | a set of prices and charges and the underlying conditions put into effect as applicable to the settlements between the SSO with the Storage Customer;   |

|  |   |
|--|---|
| <b>Storage Service</b>                               | the service provided by the SSO to Storage Customers whereby the SSO offers a specific Storage Capacity for the following purposes: (i) the injection of Gaseous Fuel into a Storage Facility or Group of Storage Facilities, or (ii) use of the Working Volume of a Storage Facility of a Group of Storage Facilities by Storage Customers for the purpose of storing the injected Gaseous Fuel, or (iii) the withdrawal of Gaseous Fuel from the Storage Facility or Group of Storage Facilities; |
| <b>Act on Providing Services by Electronic Means</b> | Act of 18 July 2002 on providing services by electronic means (for consolidated text see: Dz.U.2019.123, as amended);   |
| <b>Long-Term Storage Service</b>                     | a Storage Service provided on the basis of a Long-Term Storage Services Agreement;  |
| <b>Short-Term Storage Service</b>                    | a Storage Service provided on the basis of a Short-Term Storage Services Agreement;   |
| <b>Storage Services Agreement (SSA)</b>              | the agreement for the provision of Gas Storage Services entered into between a Storage Customer and the SSO in accordance with the Rules and the SSP Terms and Conditions;  |
| <b>Long-Term SSA</b>                                 | a SSA entered into for a term of 1, 2, 3 or 4 consecutive Storage Years, and the in case of a GSF Kawerna for a term of either 1, 2, 3 or 4 consecutive Storage Years or a term of 12, 24 36 or 48 consecutive Gas Months, which do not correspond to Storage Years;  |
| <b>Short-Term SSA</b>                                | a SSA entered into for a term shorter than 12 Gas Months, i.e. for a term ranging from 1 to 11 consecutive Gas Months, or for a term of 7, 14 or 21 consecutive Gas Days, or for 1 Gas Day;   |
| <b>Framework SSA</b>                                 | a SSA establishing the conditions for the execution of Short-Term SSAs or Long-Term SSAs thereunder;  |
| <b>Act on the National Court Register</b>            | the Act of 20 August 1997 on the National Court Register (for consolidated text see: Dz.U.2018.986, as amended).  |

|         |     |                     |  |
|---------|-----|---------------------|--|
| Version | 002 | dated on 17.10.2019 | THE TERMS AND CONDITIONS<br>OF THE STORAGE SERVICES PLATFORM |
|---------|-----|---------------------|--|

|  |  |
|--|--|
| <b>System User</b>                         | a natural person registered in the System and authorised to perform actions on the Storage Services Platform on behalf of an Entity registered in the System, in accordance with the powers granted to the Entity by the SSO, including the right to take actions in the course of an Auction procedure on behalf and for the benefit of a Storage Customer; |
| <b>Application for a SSA (Application)</b> | an application to conclude a SSA submitted according to the terms set forth in the Rules;  |
| <b>Storage Capacity</b>                    | a part of or the whole of the Injection Capacity, Working Volume or Withdrawal Capacity offered jointly or on an unbundled basis in accordance with the Technical Specifications of a Storage Facility or Group of Storage Facilities;   |
| <b>Storage Customer</b>                    | an individual or a legal entity as well as an organizational entity without a legal personality but having legal capacity which uses Storage Services under a SSA; the TSO is also a Storage Customer to the extent that it uses Storage Facilities or a Group of Storage Facilities for other purposes than the performance of the TSO's duties.            |

To the extent they are not regulated above or further below in this SSP Terms and Conditions, the terms used herein shall have the meaning given thereto in accordance with the Rules.

|         |     |                     |  |
|---------|-----|---------------------|--|
| Version | 002 | dated on 17.10.2019 | THE TERMS AND CONDITIONS<br>OF THE STORAGE SERVICES PLATFORM |
|---------|-----|---------------------|--|

## **2. Scope and legal basis of the SSP Terms and Conditions**

- 2.1. The SSP is a primary market platform where Storage Capacity is offered and allocated directly by the SSO.
- 2.2. The SSP Terms and Conditions specify the rules concerning the registration in the SSP and using its functionalities, in particular the rules of participation through the SSP in the process of concluding SSAs through the Auction procedure and through the procedure based on the Application for a SSA.
- 2.3. These SSP Terms and Conditions also include provisions required under Article 8 of the Act on Providing Services by Electronic Means, which specify:
  - 2.3.1. types and scope of services provided by electronic means on the SSP;
  - 2.3.2. terms and conditions of providing services by electronic means on the SSP;
  - 2.3.3. the conditions for the conclusion and termination of agreements for the provision of electronic services on the SSP;
  - 2.3.4. principles of personal data processing on the SSP;
  - 2.3.5. procedure for submission and processing of comments or objections reported by an Entity or System User, concerning the use of the System, as referred to in Article 8 paragraph 3 point 4) of the Act on Providing Services by Electronic Means.
- 2.4. The legal basis for the introduction of the SSP Terms and Conditions is established in the provisions of the Rules as well as generally applicable of law, including in particular the provisions of the Energy Law Act, related implementing acts issued and Regulation (EC) No. 715/2009.
- 2.5. To the extent not regulated in the provisions of these SSP Terms and Conditions, the provisions of the Rules shall apply to the procedures carried out by the means of the SSP.
- 2.6. These SSP Terms and Conditions have been drafted taking into account the guidelines and recommendations of the Agency for the Cooperation of Energy Regulators (ACER) concerning good practices of storage system operators.
- 2.7. The IPI website contains a link to the SSP website, where the SSP Terms and Conditions and all information necessary to use the SSP are available.
- 2.8. These SSP Terms and Conditions have been drafted in Polish and translated into English. The Polish language version of these SSP Terms and Conditions shall be binding and the English language version shall only serve for information purposes.

## **3. General rules for the use of the System**

- 3.1. The SSP is an IT tool that enables the following:
  - 3.1.1. registration of the Entity in the System,
  - 3.1.2. creation of the accounts of System Users acting on behalf of the Entity on the SSP,



|         |     |                     |  |
|---------|-----|---------------------|--|
| Version | 002 | dated on 17.10.2019 | THE TERMS AND CONDITIONS<br>OF THE STORAGE SERVICES PLATFORM |
|---------|-----|---------------------|--|

3.1.3. conclusion of a Framework SSA,

3.1.4. participation in the process of concluding an SSA through the Auction procedure or through the procedure based on an Application for a SSA, and the conclusion of the SSA by the means of the System,

according to the principles detailed in further parts of these SSP Terms and Conditions.

3.2. The scope of the Entity's rights to use particular functionalities of the SSP depends on the fulfilment of formal and technical requirements set forth in the SSP Terms and Conditions, and specifically:

3.2.1. Access to the basic functionalities of the SSP requires registration of the Entity in the System, which involves the creation of accounts in the System for the System Users authorized by the Entity to act on its behalf, in accordance with clause 4 of these SSP Terms and Conditions.

3.2.2. Using the System functionalities enabling the conclusion of a SSA, i.e. the auction module and the module for the conclusion of SSAs through the procedure based on an Application for a SSA, is subject to meeting additional requirements specified in these SSP Terms and Conditions and in the Rules, in particular the conclusion of a Framework SSA.

3.3. As regards technical requirements, access to the Internet and a web browser are required to use the System functionalities.

3.4. The System enables the conclusion of the SSA by way of declarations of will made in electronic form, including in particular declarations of will made during the Auction by System Users on behalf of the Storage Customer, concerning the submission of a Bid as well as the declarations of the SSO concerning the result of the Auction and confirmation of the conditions of the SSA concluded through the Auction procedure.

3.5. For documentation purposes, the SSO may archive all documents relating to the activities referred to in clause 3.4 both in electronic form (on digital information carriers) as well as in the form of paper printouts of the aforementioned documents submitted in electronic form (such as binding Bids, Applications for a SSA, confirmation of the conditions of an SSA concluded through the Auction procedure, etc.).

#### **4. Registration in the System**

4.1. The registration of an Entity in the System and creation of accounts for System Users do not require prior conclusion of a SSA.

4.2. In order to register in the System, the Entity should visit the SSP website, download the documents required for registration and send the following via e-mail to [platforma.usum@gas-storage.pl](mailto:platforma.usum@gas-storage.pl) providing: a scan of filled-in application for the registration of the Entity in the System, drawn up on the form available on the SSP website and signed by duly authorized representative(s) of the Entity, including, inter alia, the following statements, data and attachments required for the registration:

|         |     |                     |  |
|---------|-----|---------------------|--|
| Version | 002 | dated on 17.10.2019 | THE TERMS AND CONDITIONS<br>OF THE STORAGE SERVICES PLATFORM |
|---------|-----|---------------------|--|

- 4.2.1. company name, address, country, website and e-mail address of the Entity;
- 4.2.2. provide at least one of the following details of the Entity:
  - 4.2.2.1. indication that the Entity has the status of a Storage Customer, or
  - 4.2.2.2. EIC code of the Entity, or
  - 4.2.2.3. ACER code of the Entity.
- 4.2.3. a statement of the Entity on the acceptance of the SSP Terms and Conditions and undertaking to comply with the same;
- 4.2.4. the data of each of the System Users nominated by the Entity who will be authorised to use the System functionalities on behalf and for the benefit of the Entity, and specifically: name and surname, e-mail address allowing for the identification of the System User's personal data, contact telephone number;
- 4.2.5. scans of statements made by each of the nominated System Users confirming their acceptance of the SSP Terms and Conditions and their undertaking to observe the same, substantially in the form of the template available on the SSP website;
- 4.2.6. scans of powers of attorney granted by the Entity to perform activities related to the Entity's registration in the System, substantially in the form of the template available on the SSP website;
- 4.2.7. scans of powers of attorney granted by the Entity to System Users to undertake the necessary actions on behalf of the Entity in order to meet the prerequisites for the use the System functionalities enabling the conclusion of a SSA through the Auction procedure or through a procedure based on an Application for a SSA, including the authorisation to conclude a Framework SSA and to incur liabilities by placing binding Auction Bids and to conclude a SSA on such basis, and to take other actions related to the participation of the Entity in the procedures for the conclusion of SSAs through the System, substantially in the form of the standard form of the power of attorney available on the SSP website;
- 4.2.8. scan of a current extract from the National Court Register (KRS) or information extracted from the Central Information of the National Court Register pursuant to Article 4(4aa) of the Act on the National Court Register, or the scan of another equivalent document issued pursuant to the regulations in force in the country of the registered office of the Entity, confirming that the statements and powers of attorney submitted as part of the Entity's registration in the System have been signed by a person or persons authorised to represent the Entity;
- 4.3. In the case of the submission of scans of documents in a language other than Polish, the Entity shall also send a scan of their translation into Polish prepared by a sworn translator.
- 4.4. In case when scans of official documents issued by foreign authorities and institutions are submitted, the scanned documents should include an official certification of their legality (Apostille clause or other form of official document certification provided for by the law).

|         |     |                     |  |
|---------|-----|---------------------|--|
| Version | 002 | dated on 17.10.2019 | THE TERMS AND CONDITIONS<br>OF THE STORAGE SERVICES PLATFORM |
|---------|-----|---------------------|--|

- 4.5. In order to properly register in the System, the Entity should nominate at least one (1) System User and no more than five (5) System Users acting on its behalf and for its benefit.
- 4.6. As part of the verification of data of an Entity, the SSO may request the Entity, via e-mail, to send original documents submitted by the Entity in the form of scans, or to supplement any formal deficiencies preventing the registration of the Entity in the System.
- 4.7. After verifying the data provided by the Entity, the information confirming the correct registration of the Entity in the System and the creation of System Users' accounts shall be sent by the SSO to the e-mail addresses of the Entity and System Users indicated during registration, and the logins and access passwords to these accounts shall be sent to the e-mail addresses of System Users.
- 4.8. The Entity shall be obliged to update its data, including the data of the System Users representing it, by sending a scan of the application for revision of the System User's data, signed in accordance with the representation of the Entity and drawn up on the form available on the SSP website by e-mail to the address: [platforma.SSA@gas-storage.pl](mailto:platforma.SSA@gas-storage.pl).
- 4.9. The data of the System User may also be revised at the initiative of the System User, by sending a scan of the System User's application for deactivation of his/her account in the System, drawn up on a form available on the SSP website, such application to be sent by e-mail to the address: [platforma.SSA@gas-storage.pl](mailto:platforma.SSA@gas-storage.pl)

## **5. Access to the Auction Module of the System**

- 5.1. The SSP functionalities enabling System Users to participate in Auctions are available to Entities that have been registered in the System in accordance with clause 4 and concluded a Framework SSA according to the principles set forth in the Rules (have the status of a Storage Customer).
- 5.2. In case of a Storage Customer that is a party to a Framework SSA at the time of registration in the System, the functionalities of the auction module of the System shall be available for such a Storage Customer immediately after the correct registration referred to in clause 4 of the SSP Terms and Conditions 4 is completed.
- 5.3. In the case of Entities that have not concluded a Framework SSA, the conclusion of such agreement is possible through the SSP.
- 5.4. In the event when the Framework SSA is not concluded between the Entity and the SSO within three (3) months from the date the Entity receives information from the SSO confirming its correct registration in the System, the Entity shall lose the status and rights of the Entity registered in the System and the accounts of the System Users authorized by the Entity shall be deactivated. If on the last day of the time limit specified above the Application of the Entity to conclude a Framework SSA is still processed, the time limit shall be extended until the SSO considers the application to conclude the Framework SSA. The time limit referred to above may be extended once.
- 5.5. Storage Customers that are parties to a Framework SSA may conclude an agreement with the SSO prior to the Auction procedure, on the basis of which the SSO will

|         |     |                     |  |
|---------|-----|---------------------|--|
| Version | 002 | dated on 17.10.2019 | THE TERMS AND CONDITIONS<br>OF THE STORAGE SERVICES PLATFORM |
|---------|-----|---------------------|--|

undertake, in case when a SSA is concluded through the Auction procedure, to report to ACER and national regulatory authorities (at the request of these authorities) information on the amount of natural gas kept in storage by that Storage Customer at the end of the Gas Day, as referred to in Article 9(9) of the Commission Implementing Regulation (EU) No. 1348/2014.

- 5.6. System Users acting on behalf of the Storage Customers that are parties to a Framework SSA shall have access, through the System, to the standard forms of documents required for participation in the Auction, and may send documents to meet the prerequisites for participation in the Auction through the System.

## **6. Auction Procedure**

- 6.1. Information concerning the dates of Auctions planned during at least two following months shall be published by the SSO on the OIP not later than in the month preceding this period. Detailed information, i.e. the indication of Storage Facilities and the volumes and types of Storage Capacity to be made available through the Auction procedure in that period shall be published in accordance with clause 2.9.8.2.;
- 6.2. at least 5 Business Days before a given Auction is to take place, the SSO shall publish information on:
  - 6.2.1.1. planned date and time when the Auction is to start and end,
  - 6.2.1.2. type and parameters of the Storage Capacity to be offered in a given Auction,
  - 6.2.1.3. period for which Storage Capacity is offered (the period and dates of the provision of Storage Services),
  - 6.2.1.4. total amount of Storage Capacity offered in the Auction (Capacity Limit),
  - 6.2.1.5. Minimum Price for the Storage Capacity offered in the Auction,
  - 6.2.1.6. the Storage Facility and/or Group of Storage Facilities of which Storage Capacity will be subject to the Auction
- 6.3. At least 5 Business Days before the date of a given Auction, as established according to section 6.1, information on the cancellation of the Auction on the scheduled date together with the reason for its cancellation shall be published by the SSO on the OIP.
- 6.4. In order to participate in a given Auction announced by the SSO, the Storage Customer with access to the auction module of the System should:
  - 6.4.1. provide the SSO with the following information and scans of the following documents via the System no later than 2 working days before the day on which the Auction is scheduled to take place:
    - a) scans of Storage Customer's statements indicated in clauses 3.2.1.3.2.1 or 3.2.1.3.2.2. of the Rules,
    - b) scan of the Transmission Ability Allocation (printout from the Information Exchange System IES), executed in accordance with the provisions of the

|         |     |                     |  |
|---------|-----|---------------------|--|
| Version | 002 | dated on 17.10.2019 | THE TERMS AND CONDITIONS<br>OF THE STORAGE SERVICES PLATFORM |
|---------|-----|---------------------|--|

TNC, confirmed with the Applicant's signature, which will enable the performance of the SSA to be concluded in the Auction procedure,

- c) scans of documents enabling the assessment of the Storage Customer's financial credibility and determining the existence of the obligation to provide financial security and its amount, indicated in clause 3.2.2 of the Rules;

- 6.4.2. before the start of the Auction, obtain from the SSO, through the SSP, a confirmation that the prerequisites for participation in the Auction have been met.
- 6.5. The Auction comprises a single bidding round lasting from thirty (30) minutes to two (2) hours.
- 6.6. The exact duration, and starting and ending times of the Auction shall be given by the SSO in the announcement referred to above in clause **Błąd! Nie można odnaleźć źródła odwołania.** of the SSP Terms and Conditions.
- 6.7. The Storage Customer, acting through its authorised System Users, may submit up to three (3) Bids per Auction.
- 6.8. Each of the up to three (3) Bids submitted on behalf of the same Storage Customer shall be treated separately and may lead to the allocation of Storage Capacity and determination of a different Allocation Price with respect to each of these Bids, provided that:
  - 6.8.1. the amount of Storage Capacity covered by a single Bid must not exceed the Capacity Limit,
  - 6.8.2. the total amount of Storage Capacity covered by all valid Bids submitted in the Auction on behalf of the same Storage Customer must not exceed the Capacity Limit.
- 6.9. The Bid should specify:
  - 6.9.1. amount of Storage Capacity the Storage Customer applies for, not exceeding the Capacity Limit;
  - 6.9.2. Price, which cannot be lower than the Minimum Price.
- 6.10. A valid Bid may be submitted by the System User only during the Auction and through the System.
- 6.11. To create a Bid in the Auction, the System User shall enter the content items of the Bid, as required by the System, in the fields of the System dialog box used for the submission of Bids.
- 6.12. Once the Bid is approved in the System by the System User during the Auction, it shall be effectively submitted.
- 6.13. Bids may be changed during the Auction only by increasing the Price.
- 6.14. Price increase is possible by editing the Bid in the System and shall take place by entering the amount in a dedicated dialog box of the System or by clicking on a dedicated button.

|         |     |                     |  |
|---------|-----|---------------------|--|
| Version | 002 | dated on 17.10.2019 | THE TERMS AND CONDITIONS<br>OF THE STORAGE SERVICES PLATFORM |
|---------|-----|---------------------|--|

- 6.15. In a single edition of the Bid, the minimum net amount by which the Price may be increased is one (1) PLN and the maximum net amount by which the Price may be increased is five (5) PLN.
- 6.16. If the Bid is placed for the first time, the System suggests the Minimum Price as the first Price indicated in the Bid. A Bid submitted for the first time may indicate a Price equal to the Minimum Price or a Price equal to the Minimum Price increased in accordance with section 6.15.
- 6.17. A further increase in the Price indicated in the Bid shall be possible after the acceptance of the Bid and repeated activation of Bid edition.
- 6.18. The system shall automatically eliminate Bids from participating in the Auction, when the Bid:
  - 6.18.1. was submitted before the designated starting time of the Auction or after the end of the Auction; or
  - 6.18.2. indicates a Price lower than the Minimum Price; or
  - 6.18.3. indicates an amount of Storage Capacity exceeding the Capacity Limit, or
  - 6.18.4. indicates an amount of Storage Capacity lower than the Capacity Limit, but, when combined with the amounts of Storage Capacity indicated in other Bids placed in the same Auction on behalf of the same Storage Customer, results in the Capacity Limit being exceeded.
- 6.19. During the Auction, Bids are ranked in the order according to the level of the Price. On this basis, the System creates a ranking of Bids in which Bids with a higher Price are ranked higher.
- 6.20. Each of the up to three Bids submitted in the Auction by a given Storage Customer is separately considered in the ranking of Bids.
- 6.21. During the Auction, System Users logged into the System, undertaking actions on behalf and for the benefit of a given Storage Customer, have instant access, through their accounts in the System, to the following information concerning the position of the Bids placed by them in the ranking of Bids:
  - 6.21.1. information that the Price ensures allocation of Storage Capacity to the full extent indicated in the Bid – status information marked in green;
  - 6.21.2. information that the Price ensures partial allocation of Storage Capacity with respect to the amount indicated in the Bid (however, there will be no indication what part the allocation would exactly be made) – status information marked in orange;
  - 6.21.3. information that the Price does not ensure any allocation of Storage Capacity – status information marked in red.
- 6.22. The above information about the position of the Bids of a given Storage Customer in the ranking of Bids is updated by the System on an ongoing basis.
- 6.23. The Bid may be submitted or modified by System Users acting on behalf of Storage Customer, until the Auction is closed. A validly placed Bid cannot be withdrawn.



|         |     |                     |  |
|---------|-----|---------------------|--|
| Version | 002 | dated on 17.10.2019 | THE TERMS AND CONDITIONS<br>OF THE STORAGE SERVICES PLATFORM |
|---------|-----|---------------------|--|

- 6.24. At the moment of closing the Auction, correctly submitted Bids are binding for the Storage Customers that submitted them, and are not subject to change.
- 6.25. First, the allocation of Storage Capacity – up to the Capacity Limit – is made to Storage Customer that submitted the Bid with the highest Price.
- 6.26. If the next Bid in the ranking of Bids indicates an amount of Storage Capacity greater than the quantity of Storage Capacity remaining to be allocated in the Auction, the allocation for the benefit of the Storage Customer that submitted that Bid shall correspond to all the remaining Storage Capacity.
- 6.27. If it is not possible to allocate the Storage Capacity in the full amount indicated in the Bid, the Bid shall be the basis for a partial allocation of the Storage Capacity.
- 6.28. If, in accordance with the above rules, Bids of at least two Storage Customers indicating the same Bid Price participate in the allocation of Storage Capacity, and when combined they cover the amount of Storage Capacity exceeding than the amount of Storage Capacity remaining to be allocated in the Auction, the allocation of such Storage Capacity shall be made in proportion to the amount of Storage Capacity indicated in the Bids (*pro rata* principle). Any Storage Capacity which cannot be allocated on a *pro rata* basis in accordance with the previous sentence due to the principle of indivisibility of the Bundled Unit, as stipulated in the Rules or provisions of Technical Specifications, shall be allocated to the Storage Customer participating in the allocation on a *pro rata* basis, in the order depending on which Bid was submitted earlier (first-come-first-served principle).
- 6.29. If, as a result of applying the above principles, all the Storage Capacity available within the Capacity Limit has been allocated, Bids placed during the Auction which, due to a lower Price or insufficient Storage Capacity available in the Auction, did not participate in the allocation shall be deemed ineffective.
- 6.30. The total allocation of Storage Capacity made by the SSO as a result of the Auction must not exceed the Capacity Limit.
- 6.31. Within one (1) hour after the closing of the Auction, detailed information on the outcome of the auction shall be made available by the SSO through the System to the System Users representing a given Storage Customer that took part in the auction, to the extent relevant to the Bids submitted by that Storage Customer. With respect to each Storage Customer whose Bids have resulted in full or partial allocation of Storage Capacity, together with the information on the outcome of the Auction, a confirmation of the terms and conditions of the SSA shall be made available in the System by the SSO to System Users representing such Storage Customer.
- 6.32. The conclusion of the SSA with the Storage Customer through the Auction procedure shall be effected as a result of the outcome of the Auction, i.e. the allocation of the Storage Capacity to a given Storage Customer and provision of the detailed information in the System, indicated in clause 6.31, to the System Users representing such Storage Customer.
- 6.33. The Allocation Price for a given Storage Customer shall be the Price indicated in its Bid, which, as a result of the Auction, ensured full or partial allocation of the Storage

|         |     |                     |  |
|---------|-----|---------------------|--|
| Version | 002 | dated on 17.10.2019 | THE TERMS AND CONDITIONS<br>OF THE STORAGE SERVICES PLATFORM |
|---------|-----|---------------------|--|

Capacity.

- 6.34. The Allocation Price resulting from a given Bid shall be applied in settlements with the Storage Customer that submitted the Bid in relation to the Storage Capacity allocated in the Auction on the basis of that Bid. The principles set forth in the Rules shall be applied, as appropriate, to the settlements and invoicing on the basis of a SSA concluded through the Auction procedure.
- 6.35. If a single Storage Customer submits multiple Bids, which, as a result of the Auction, have become the basis for allocating Storage Capacity to such Storage Customer, the Allocation Prices to be applied in settlements between Storage Customer and the SSO made on the basis of a SSA concluded through the Auction procedure shall be those resulting from individual Bids, relating respectively to the amounts of Storage Capacity allocated on the basis of each of the Bids.
- 6.36. In the event that, on the basis of a given Bid, the Storage Customer obtained only a partial allocation of Storage Capacity in the Auction, in relation to the amount of Storage Capacity indicated in such Bid, the Storage Customer may, within three (3) hours from the end of the Auction, send a scan of a notice to the SSO to terminate the SSA concluded as a result of the Auction with immediate effect, substantially in the form of such notice published on the OIP.
- 6.37. In the event that the Storage Customer obtained the allocation of Storage Capacity during the Auction on the basis of multiple Bids, the right to terminate the SSA, referred to in clause 6.36 shall only apply to the Storage Capacity covered by the Bids which resulted in a partial allocation.
- 6.38. A Storage Customer that does not have a financial rating specified in the Rules, and has been allocated Storage Capacity in the Auction, shall provide financial security within 2 Business Days from the date of obtaining information from the SSO on the amount of the required security, expressed in Polish zlotys (PLN). The SSO shall establish the amount of security in accordance with the rules described in the Rules, and provide the relevant information to the System Users representing a given Storage Customer through the System.
- 6.39. In the event of a failure by Storage Customer to submit documents confirming that the required financial security has been provided within the time limit specified in clause 6.38 above and in the form determined in accordance with the provisions of the Rules, the SSA concluded as a result of the Auction shall be terminated, and the SSO shall immediately inform the Storage Customer via the System.
- 6.40. In the event that, after the Auction, some Storage Capacity offered under the Auction remains unallocated, the SSO shall decide on the possibility of making them available under subsequent Auction procedures or through the procedure based on an Application for a SSA, taking into account the assumed starting date for provision of Storage Services as well as technical and economic conditions of making such capacity available.
- 7. Cancellation of the Auction and closing the Auction without concluding the SSA(s)**



|         |     |                     |  |
|---------|-----|---------------------|--|
| Version | 002 | dated on 17.10.2019 | THE TERMS AND CONDITIONS<br>OF THE STORAGE SERVICES PLATFORM |
|---------|-----|---------------------|--|

- 7.1. In case of serious reasons, the SSO reserves the right to:
  - 7.1.1. cancel a planned Auction;
  - 7.1.2. change the Auction schedule;
  - 7.1.3. interrupt an ongoing Auction without conclusion (i.e. without allocating Storage Capacity and concluding a SSA);
  - 7.1.4. block the accounts of System Users of a given Storage Customer during the Auction and reject the Bids submitted by such Storage Customer;
  - 7.1.5. terminate of the SSAs concluded as a result of the Auction with immediate effect and cancel the result of the Auction.
- 7.2. The serious reasons justifying the taking of the above actions by the SSO may include, but are not limited to, circumstances such as:
  - 7.2.1. occurrence of technical problems related to the functioning of the System, which could have affected, affect or may affect the Auction process, including the occurrence of technical problems resulting from unauthorized actions of the System User resulting in the incorrect functioning of the System;
  - 7.2.2. occurrence of unforeseen circumstances related to the conditions of operation of the storage infrastructure, resulting in the limitation of the capability to provide access to the Storage Capacity;
  - 7.2.3. a justified suspicion that the Auction process could have been affected by unfair behaviour of the System User, in particular behaviours which prejudice the generally applicable legal regulations, these SSP Terms and Conditions, the Rules or customary good practices of the System Users behaviour, consisting e.g. In coordinated or collusive actions taken by the System Users during the Auctions aimed at directly or indirectly influencing the level of Prices covered by the Bids, ranking of the Bids Offerings or the allocation of Storage Capacity as a result of the Auction;
  - 7.2.4. sharing of illegal content by the Entity or System User through the System;
  - 7.2.5. occurrence of important legal reasons that make it impossible or significantly hinder the implementation of the Auction procedure.
- 7.3. Information on the application of one of the above measures, together with a justification of the reasons for its application, shall be published by the SSO on the IPI, and communicated to the System Users via the System or by e-mail.
- 7.4. In the cases described above, the SSO shall not be liable towards the Storage Customer or the System Users.

## **8. Terms of providing services by electronic means**

- 8.1. Upon receipt by the Entity and Users of the information on the correctly conducted registration referred to in clause 4.7 an agreement on the use of services provided by

|         |     |                     |  |
|---------|-----|---------------------|--|
| Version | 002 | dated on 17.10.2019 | THE TERMS AND CONDITIONS<br>OF THE STORAGE SERVICES PLATFORM |
|---------|-----|---------------------|--|

electronic means on the SSP shall be concluded between the Entity and the Users, on one part, and the SSO on the other, including in particular the services listed in clause 3.1 of the SSP Terms and Conditions.

- 8.2. Each System User shall have the option to change the access password at any time by means of the password change form, which can be found in the administration panel of the System User profile available after logging into the System.
- 8.3. In case the System User forgets the access password to the System, she or he may create a new password. In order to do it, the password recovery option should be selected in the System login panel, and the on-screen messages should be followed.
- 8.4. The System User shall be required to update his or her personal data if they change.
- 8.5. The System User may not use the accounts of other System Users or make his or her account available to other persons.
- 8.6. If the GSP has legitimate concerns about the security of the System User's account, including but not limited to unauthorized account seizure by another person, the GSP may:
  - 8.6.1. make the use of the account conditional on the System User's confirmation by appropriate documents of its credibility, including the identity,
  - 8.6.2. temporarily limit access to particular services provided by the SSP,
  - 8.6.3. suspend the System User's account for a definite or indefinite period of time.
- 8.7. Once the above mentioned circumstances cease to exist, GSP shall remove the restrictions applied to the System User.
- 8.8. To deactivate the System User's account, the Entity or the System User may send a scan of the application for deactivation of the account in the System, prepared on a form available on the SSP website by e-mail to the address: [platforma.usum@gas-storage.pl](mailto:platforma.usum@gas-storage.pl).
- 8.9. The Entity shall have the right to terminate the agreement on the use of services provided by electronic means on the SSP, with immediate effect at any time. The notice of termination must be given in writing or else it shall be null and void.
- 8.10. If the GSP concludes that the Entity or System User does not meet the requirements provided for in these SSP Terms and Conditions, or grossly violates their provisions, it shall have the right to deactivate the Entity's or System User's account.
- 8.11. GSP shall inform the Entity or System User of the deactivation of the account by electronic means.
- 8.12. GSP may terminate, with immediate effect, the agreement on the use of services provided by electronic means on the SSP in case of:
  - a) gross violation of the provisions of these SSP Terms and Conditions by the System User or the Entity,
  - b) unfair practices undertaken by the System User, including the behaviours described above in clauses 7.2.3 and 7.2.4 or actions that compromise the proper functioning of the SSP,

|         |     |                     |  |
|---------|-----|---------------------|--|
| Version | 002 | dated on 17.10.2019 | THE TERMS AND CONDITIONS<br>OF THE STORAGE SERVICES PLATFORM |
|---------|-----|---------------------|--|

- c) filing a petition for bankruptcy, liquidation or dissolution of the Entity.
- 8.13. In the event of termination of the agreement on the use of services provided by electronic means on the SSP for the reasons described in clause 8.12, the SSO may make the re-registration of the Entity and the System Users nominated by the Entity in the system, or enabling the use of functionalities related to participation in the procedures of concluding the SSA through the System, conditional on the Entity demonstrating the implementation of appropriate mechanisms or procedures to prevent the occurrence of irregularities that caused the termination of the aforementioned agreement, or demonstrating the recovery of financial liquidity and the lack of risk of the Entity losing legal capacity or capacity to perform legal transactions.
- 8.14. The termination of the agreement on the use of services provided by electronic means on the SSP does not affect binding Bids submitted by the Entity prior to termination of the agreement on the use of the SSP.
- 8.15. The SSO shall have the right to terminate or unilaterally change the provisions of the agreement on the use of services provided by electronic means on the SSP, subject to fourteen (14) days' notice, in particular:
- 8.15.1. when this is required for the adaptation of the System to the law or decisions by the competent public administration authorities;
  - 8.15.2. in the case of development work on the System or implementation of a new IT system supporting the Storage Capacity allocation procedures;
  - 8.15.3. due to the change in the terms and conditions of providing the Storage Services by the SSO, in particular in the case of amendments to the Rules or the SSP Terms and Conditions concerning the mechanisms of allocating Storage Capacity applied by the SSO and the procedures for the conclusion of SSAs.
- 8.16. The System Users will be immediately informed electronically via the SSP about the termination or change of the agreement on the use of services provided by electronic means on the SSP.
- 8.17. The data and information concerning the System User and Entity will be processed by the SSO to the extent necessary also after the termination of the agreement on the use of services provided by electronic means on the SSP, in connection with the necessity of proper performance of the concluded SSAs and the fulfilment of obligations resulting from the provisions of law.
- 8.18. Personal data shall be processed by GSP in the System in accordance with the generally applicable legal regulations, in particular the regulations of the GDPR and the Act on Provision of Services by Electronic Means.
- 8.19. GSP shall fulfil the reporting obligations laid down in Article 13 of the GDPR by making the relevant information clause available on the SSP website.
- 8.20. The Entity or the System User may submit comments or objections in the event that it is not possible to use the SSP in accordance with the provisions of these SSP Terms and Conditions.
- 8.21. The comments or objections may be submitted in electronic form using the contact

|         |     |                     |  |
|---------|-----|---------------------|--|
| Version | 002 | dated on 17.10.2019 | THE TERMS AND CONDITIONS<br>OF THE STORAGE SERVICES PLATFORM |
|---------|-----|---------------------|--|

form, by e-mail to the following address: [platforma.SSA@gas-storage.pl](mailto:platforma.SSA@gas-storage.pl) or in writing to the registered address of GSP. The content of the comments should include the data of the Entity or System User and a description of the reservations made.

- 8.22. GSP shall consider comments or objections within fourteen (14) working days of their receipt, save that GSP may refuse to consider comments submitted after ninety (90) working days of the occurrence of the reasons for the comments.

## **9. Transitional and final provisions**

- 9.1. In the initial pilot phase of the System's operation, planned for 2019, the scope of the available System functionalities may be limited to those necessary to conclude a SSA through the Auction procedure.
- 9.2. The launch of the System module that enables concluding a Short-Term SSA or Long-Term SSA through the procedure based on an Application for a SSA is scheduled for 2020.
- 9.3. In connection with the partial implementation of the System planned for 2019, it is expected that the flow of information and documents between the Entities and the SSO related to the fulfilment of the prerequisites for the registration and participation of Entities in the Auctions planned for 2019, will take place via e-mail.
- 9.4. The times indicated above are indicative and are subject to progress in the implementation of the System.